

## **REMARKS**

### **Administrative Overview**

Claims 1–66 were presented in the application as originally filed. In the Office Action mailed on January 27, 2009, claims 1–22 were rejected under 35 U.S.C. § 112, ¶ 2, as being indefinite for failing to point out and distinctly claim the subject matter regarded as the invention. Claims 1–44 were rejected under 35 U.S.C. § 101 as directed to non-statutory subject matter. Claims 1–9, 11–31, 33–44, 46–53, and 55–66 were rejected under 35 U.S.C. § 102(b) as being anticipated by U.S. Patent No. 5,878,403 (hereinafter “DeFrancesco”). Claims 10, 32, and 54 were rejected under 35 U.S.C. § 103(a) as being unpatentable over DeFrancesco in light of U.S. Patent No. 5,870,721 (hereinafter “Norris”). Claim 45 is not rejected, but as the claims that depend from claim 45 are said to be anticipated by DeFrancesco, we assume that claim 45 is also rejected under 35 U.S.C. § 102(b) over DeFrancisco.

Claims 1–43 have been amended. Support for the amendments may be found, for example, in the application and claims as originally filed. We respectfully traverse the rejections and request reconsideration of the claims in light of the preceding amendments and the arguments below.

### **Rejection of Claims 1–22 under 35 U.S.C. § 112, ¶ 2**

Claims 1–22 were rejected under 35 U.S.C. § 112, ¶ 2, as being indefinite for failing to point out and distinctly claim the subject matter regarded as the invention. In particular, claims 1–22 were said to recite in the preamble a “system,” while the limitations are said to concern systems—said to be software—that purportedly do not describe the structure of the integrated system.

We respectfully submit that the foregoing amendments address this rejection and therefore request its withdrawal.

### **Rejection of Claims 1–44 under 35 U.S.C. § 101**

Claims 1–44 were rejected under 35 U.S.C. § 101 as being directed to non-statutory subject matter. In particular, claims 1–22 were said to be directed to software per se. Claims 23–44 were said to be nonstatutory because they are purportedly process claims that are not tied to another statutory class and do not transform their underlying subject matter to a different state or thing.

Concerning claims 1–22, the application states that “the techniques described herein may be implemented in hardware or software, or a combination of two.” See Application at 76. We submit that the foregoing amendments to claims 1–22 clarify that the limitations of the claims reach statutory subject matter, i.e., hardware or a combination of hardware and software. We respectfully request the withdrawal of this rejection.

Concerning claims 23–44, we submit that the foregoing amendments to claims 23–44 establish that these method claims are tied to another statutory class. Accordingly, we also request the withdrawal of this rejection.

Rejection of Claims 1–9, 11–31, 33–53, and 55–66 under 35 U.S.C. § 102(b) over DeFrancesco

After amendment, there are three independent claims pending in this case: independent claim 1, independent claim 23, and independent claim 45. All three of these independent claims were rejected as anticipated by DeFrancesco. We respectfully disagree.

A proper rejection for anticipation requires the inherent or express description of each and every element of a claim in a single prior art reference. See MPEP § 2131. DeFrancesco neither teaches nor suggests all of the limitations of the independent claims. Therefore, these three independent claims are patentable over DeFrancesco. As these three independent claims are patentable over DeFrancesco, so are the remaining claims that depend therefrom.

As described in the specification, embodiments of the present invention concern an integrated electronic credit application, contracting and securitization system having a Credit Application Module, an eContracting Module, and an eDocument storage module. See Application at p. 3, ln. 1–5. The Credit Application Module is a centralized credit application entry and routing system which accepts credit applications and selectively forwards them to funding sources. See Application at p. 3, ln. 8–11. The eContracting Module is an electronic contracting and same day funding system which electronically transmits contract information to funding sources. See Application at p. 3, ln. 18–19. The eDocument storage module implements digital encryption for the electronic transmission, storage and retrieval of authenticated documents and enables the establishment of the identity of the originator of an electronic document and of the integrity of the information contained in such a document. See Application at p. 4, ln. 5–8.

Accordingly, amended independent claim 1 recites, in part:

“means for receiving a credit application from an applicant utilizing at least one remote application input and display device at a dealer location;

means for selectively forwarding said credit application to a plurality of funding sources;

...

means for providing an electronic contract between at least said applicant and a selected one of said plurality of funding sources using at least some information from said credit application; and

means for storing, retrieving and maintaining the integrity of said electronic contract, thereby providing irrevocable proof of the authenticity of said electronic contract.”

(emphasis added). Amended independent claims 23 and 45 include similar limitations.

DeFrancesco discusses a credit application and routing system having data input capabilities for selectively receiving credit application data and routing capabilities for selectively forwarding the credit application data to remote funding sources and selectively forwarding funding decision data from the funding sources to the respective applicants. See DeFrancesco at Abstract.

However, each of the independent claims, as amended, requires: (1) the providing of an electronic contract between at least said applicant and a selected one of said funding sources, and (2) storing, retrieving and maintaining the integrity of said electronic contract using a storage medium, thereby providing irrevocable proof of the authenticity of said electronic contract.

DeFrancesco clearly fails to satisfy at least these limitations. The portions of DeFrancesco cited in the rejection of the independent claims have nothing to do with electronic contracts generally, or the specific limitations recited by independent claims 1, 23, and 45. See DeFrancesco at Abstract, Fig. 1, and col. 23, ln. 33—col. 24, ln. 45.

For these reasons, amended independent claims 1, 23, and 45 are patentable over DeFrancesco, and the claims that depend therefrom are likewise patentable because they depend on a patentable base claim, and may also have additional patentable features. Therefore, we request the withdrawal of this rejection.

Rejection of Claims 10, 32, and 54 under 35 U.S.C. § 103(a) over DeFrancesco in view of Norris

Claims 10, 32, and 54 are rejected under 35 U.S.C. § 103(a) as unpatentable over DeFrancesco in view of Norris. As discussed above, each of these rejected claims depends from

a patentable base claim, i.e., independent claims 1, 23, and 45, and is therefore patentable as well. Accordingly, we request the withdrawal of this rejection.

**CONCLUSION**

In light of the foregoing, we respectfully submit that each of the pending claims is in condition for allowance. Accordingly, we respectfully request reconsideration, withdrawal of all grounds of rejection, and the allowance of all pending claims in due course.

If the Examiner believes that a telephone conversation with the Applicants' attorney would be helpful in expediting the allowance of this application, the Examiner is invited to call the undersigned at the number identified below.

Respectfully submitted,

Date: June 29, 2009

Tel. No.: (617) 570-1408

Fax No.: (617) 523-1231

/Robert S. Blasi, Esq./  
Robert S. Blasi, Esq. (Reg. No. 50,389)  
Attorney for Applicants  
GOODWIN | PROCTER LLP  
53 State Street  
Exchange Place  
Boston, MA 02109